

tion, an order passed the day following appointing Ellicott the receiver, and authorizing him to take charge and possession of the estate, and hold and manage it in all respects in his new capacity as he had done as committee. And under this order, in my opinion, he is not properly chargeable with rent for the short period which elapsed between its date and the revocation of his office of receiver, on the 19th of April, 1853. But from this latter date, he is chargeable, if he held and occupied the house. His right to continue in it, as he had done during the life of the lunatic free of rent, expired when he was removed from the office of receiver, and he must pay a fair rent if he did so continue.

The fifth exception is directed against the Auditor's account B., for not allowing the sum of \$120 paid by the committee to counsel. Not having the voucher before me, I cannot say whether this sum should or should not be allowed. But the views already expressed with regard to allowances of this character, will enable the Auditor to allow or reject it when the case is again before him. And this disposes of the exceptions of the committee and receiver.

The exceptions of David Warford to the allowance of vouchers Nos. 150, 151 and 152, have been disposed of in what has been said in the previous part of this opinion, and there remains only those of Richard C. Warford, administrator and receiver, which apply to the account E., stated at the request as alleged on Mr. Ellicott.

In this account, the receiver, Mr. Ellicott, is credited with the sum of \$320, upon vouchers numbered from 265 to 270, inclusive. The sums mentioned in vouchers Nos. 265 and 266, seem to me proper to be allowed, being for legal services rendered the committee as such in matters interesting to the estate. The sum of \$5, mentioned in voucher No. 267, is a proper allowance, but that of \$15, in the same paper, for services rendered in the Orphans Court of Baltimore County, cannot be allowed without further explanation.

No allowance can be made for the sums mentioned in vouchers Nos. 268, 269 and 270. It was certainly no part of Mr. Elli-